



**Department of Communities,
Disability Services and Seniors**

Date _____ 201

AGREEMENT

BETWEEN

State of Queensland

AND

[NAME OF RETAILER]

ELECTRICITY REBATE AGREEMENT

CONTENTS

1	Interpretation	1
1.1	Definitions	1
1.2	General	4
2	Outline	5
2.1	Key concepts	5
2.2	Priority	5
3	Term and Review of Agreement	5
3.1	Commencement	5
3.2	Term	5
3.3	Review of Agreement	6
4	Applications	6
5	Processing of Applications	7
5.1	Retailer's obligations before and on receipt of an Application	7
5.2	Further Applications	8
5.3	On-going verification	8
6	Payment of Rebate	8
6.1	Rebates	8
6.2	Retrospective Rebate Payments – Section removed but heading retained for numbering purposes	9
6.3	Rebate Back Payment	9
6.4	Rebate Rate for Back Payments	9
6.5	Carry-over of Rebate Back Payments	9
6.6	Avoiding multiple Rebates	9
6.7	Interest	10
6.8	Identification of Rebate	10
6.9	Multiple applications for single premises (other than by Proprietors)	11
7	Claims for reimbursement	11
7.1	Reimbursement	11
7.2	Claims	11
7.3	Payment of Claim	11
7.4	Correctly rendered Claim	12
7.5	Incorrect payments	12
7.6	Account	12
8	Records and Auditing	12
8.1	Retention of records	12
8.2	Audit	12
8.3	Assistance	12
8.4	Copies	13
8.5	Auditors	13
8.6	Subcontractors	13

8.7	Privacy obligations	13
9	Reporting	13
10	Systems, equipment and material	13
10.1	Systems, equipment and material	13
10.2	Changes to systems, equipment and material	13
11	No assignment	14
11.1	No assignment	14
11.2	Obligations	14
12	Ownership and Use of Material	14
12.1	Ownership of Contract Material	14
12.2	Use of Contract Material	14
12.3	State Material	14
13	Privacy of Personal Information	15
13.1	Employee awareness	15
13.2	Reasonable requests, directions and guidelines	15
13.3	Indemnity and compensation	15
14	Handling of complaints	15
15	Non-disclosure of Confidential Information	16
15.1	Must not disclose Confidential Information	16
15.2	Protection of Confidential Information	17
15.3	Information Holder's Use of Confidential Information	17
15.4	Notification of disclosure	17
16	Termination	17
16.1	Termination by State	17
16.2	Termination by Retailer	18
16.3	Termination for any reason	18
16.4	No prejudice	19
17	Dispute Resolution	19
17.1	Negotiation of Dispute	19
17.2	Mediation of Dispute	19
17.3	No prejudice	19
18	General	20
18.1	No employment, partnership or agency relationship	20
18.2	GST	20
18.3	Entire agreement	21
18.4	Severability	21
18.5	Variation	21
18.6	No waiver	21
18.7	Governing law	21
18.8	Compliance with laws	21
18.9	Notices	21
18.10	Survival of clauses	22

SCHEDULE 1 - CONTACT DETAILS	23
SCHEDULE 2 - ADMINISTRATION	24
SCHEDULE 3 - VERIFICATION PROCESSES	26
SCHEDULE 4 - REPORTING OBLIGATIONS	28
SCHEDULE 5 - PROCESS FOR VERIFICATION OF SENIORS CARD HOLDERS	29
1 Confidentiality	29
1.1 Limit of Use	29
1.2 Seniors Card client number	29
1.3 Accuracy of client information	29
1.4 Confidentiality and Disclosure	29
2 State provided Customer confirmation services	29
2.1 Database	29
2.2 Client data to be provided	30
2.3 Audit trail	30
2.4 Card Services, Smart Service Queensland on behalf of Department of Communities, Disability Services and Seniors and Service Provider	30
2.5 Other responsibilities	30
3 Retailer obligations	31
3.1 User access	31
3.2 Retailer Contact Officer	31
3.3 System changes	31
4 Fees and costs	32
5 Support Management	32
5.1 Support Procedures	32
5.2 Support availability	32
Attachment A - Application for Electricity Rebate – Form 500	34
Attachment B - Application Form (For Use by Proprietors / Residential Home Parks) – Form 502	35
Attachment C - Monthly Report by Retailer	36
Attachment D - Tax Invoice Claim by Retailer – Form 506	37

PARTIES:

The State of Queensland, represented by the Department of Communities, Disability Services and Seniors (the “**State**”)

[INSERT NAME OF RETAILER]

BACKGROUND

The State wishes to formalise administrative arrangements for the provision of Rebates to those Queensland residents who meet the Eligibility Criteria.

The Retailer agrees to receive and process Applications for Rebates and give Rebates on the terms and conditions of this Agreement.

Successful completion of this Agreement by both Retailer and the State fulfils compliance with section 55DA “A retailer must enter into a community services agreement” of the *Electricity Act 1994*. For this purpose, the Electricity Rebate Agreement is a Community Services Agreement.

IT IS AGREED by the parties as follows.

1 Interpretation

1.1 Definitions

The following definitions apply in this Agreement, unless the context otherwise requires.

Application	means an application by a Customer to the Retailer for a Rebate.
Australian Standard	means the Australian Standard AS ISO 10002-2014 as amended and updated from time to time.
Business Day	means a day other than a Saturday, a Sunday or a Queensland wide public holiday (as appointed under the <i>Holidays Act 1983 (Qld)</i>).
Card-operated meter	means a meter that contains control equipment that switches on and off in accordance with the amount of credit stored in the meter.
Card-operated meter premises	means premises where electricity is supplied via a card-operated meter.
Claim	means a tax invoice from the Retailer to the State for reimbursement for Rebates granted in accordance with

	this Agreement, including approved backpayments.
Claimant Resident	means a person with respect to whom a Proprietor makes an Application and claims a Rebate.
Confidential Information	<p>means the kind of information that:</p> <p>(1) is or relates to documents, submissions, consultations, policies, strategies, practices and procedures of a party which are by their nature confidential;</p> <p>(2) is notified (whether in writing or not) by one party to the other as being confidential; or</p> <p>(3) is Personal Information,</p> <p>but does not include information that:</p> <p>(4) is or becomes public knowledge other than by breach of this Agreement;</p> <p>(5) has been independently developed or acquired by the other party; or</p> <p>(6) has been notified in writing by a party to the other as not being confidential.</p>
Contract Material	means all material created, written or otherwise brought into existence by or on behalf of a Retailer as part of, or for the purpose of, the performance of the Retailer's obligations under this Agreement including all reports (whether in draft or final form), documents (including Applications), equipment, information (including information on a Customer or Claimant Resident to the extent that it is relevant to their eligibility) and data stored by any means, but to avoid doubt excludes State Material.
Contact Officer	means, in relation to a party, the person nominated by that party (and notified to the other party) to be the party's primary contact point in respect of this Agreement and who, at the date of this Agreement is the person specified in Item 1 Schedule 1 .
Customer	has the meaning given to that term in the Electricity Act.
Customer Retail Services	has the meaning given to that term in the Electricity Act.
Electricity Act	means the <i>Electricity Act 1994</i> (Qld).
Eligibility Criteria	means the criteria set out in the Queensland Government Gazette for eligibility to receive the Rebate.
Financially Responsible	has the meaning given to that term in the National Energy Retail Law (Queensland).

Retailer	
GST	means goods and services tax imposed under the <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cwlth).
National Energy Retail Law (NERL) (Queensland)	means the provisions applying in Queensland because of section 4 of the <i>National Energy Retail Law (Queensland) Act 2014</i> .
National Energy Retail Rules	has the meaning given by the National Energy Retail Law (Queensland).
Ombudsman	means the ombudsman appointed under the <i>Ombudsman Act 2001</i> (Qld). To avoid doubt, this is not the ombudsman appointed under the <i>Energy and Water Ombudsman Act 2006</i> (Qld).
Personal Information	has the meaning given to that term in the <i>Privacy Act 1988</i> (Cwlth).
Information Commissioner	has the meaning given to the term “Commissioner” in the <i>Privacy Act 1988</i> (Cwlth).
Proprietor	means a person who is an exempt seller of electricity, within the meaning of the NERL (Qld), that is an owner or operator of a residential home park or other similar multi-tenanted residential premises (eg caravan parks, blocks of flats or home units where living units are separate and identifiable or any other like premises)
Rebate	means a rebate on the charges for Customer Retail Services provided by the Retailer to a Customer’s residential premises for domestic consumption by the Customer or a Claimant Resident, calculated in accordance with the relevant Rebate Rate.
Rebate Beneficiaries	has the meaning given to that term in Item 3 Schedule 2 .
Rebate Back Payment	refers to rebate payments missed by the Retailer to an eligible Customer following an error on the part of the Retailer or a Government Agency.
Rebate Customer	has the meaning given in clause 2.1(5) .
Rebate Rate	means the rates and methods of calculation described or set out in Item 1 Schedule 2 , as amended from time to time to reflect any changes set out in the Queensland Government Gazette.
Records	means all records necessary to substantiate any Rebate

	given to a Customer and any Claim.
Relevant Verifier	means: (1) Australian Government Department of Human Services (Centrelink) if a person claims to hold a concession card issued by Centrelink or the Federal Department of Veterans' Affairs; and (2) the Department of Communities, Disability Services and Seniors if a person claims to hold a Queensland Seniors Card issued by the Department of Communities, Disability Services and Seniors.
Retailer	means the entity so described in the Parties`
Retailer Authorisation	has the meaning given to that term in the National Energy Retail Law (Queensland)
Review Date	has the meaning given in clause 3.3(4) .
State	means the State of Queensland, represented by the Department of Communities, Disability Services and Seniors.
State Material	means any material provided by the State to the Retailer for the purposes of this Agreement including all reports (whether in draft or final form), documents, equipment, information and data stored by any means.

1.2 General

In this Agreement, unless a contrary intention is expressed:

- (1) references to legislation or to provisions in legislation include references to amendments or re-enactments of them and to all regulations and instruments issued under the legislation;
- (2) a reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Agreement unless otherwise stated;
- (3) words importing a gender include the other;
- (4) words in the singular number include the plural and vice versa;
- (5) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (6) 'writing' includes any mode of representing or reproducing words in a visible form, including internet based forms or forms attached to an email;

- (7) “include” is not to be construed as a word of limitation;
 - (8) headings have no effect on the interpretation of the provisions; and
 - (9) an obligation imposed by this Agreement on more than one person binds them jointly and severally.
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2 Outline

2.1 Key concepts

This Agreement employs a number of key concepts.

- (1) The Retailer agrees to:
 - (a) receive and process, in accordance with **clauses 4 and 5**, Applications for the Rebate; and
 - (b) pay the Rebate to Rebate Customers in accordance with **clause 6**.
- (2) The State agrees to reimburse the Retailer, in accordance with **clause 7**, for any Rebate validly paid to a Rebate Customer.
- (3) Any Customer may make an Application.
- (4) A Customer will fall into one of two categories.
 - (a) In most cases, a Customer will apply on the Customer’s own behalf.
 - (b) In some cases, a Customer will apply as a Proprietor.
- (5) If a Customer of a Retailer:
 - (a) has made an Application to the Retailer in accordance with **clause 4**; and
 - (b) meets the Eligibility Criteria,then the Customer is a Rebate Customer.

2.2 Priority

If **clause 2.1** conflicts with another clause of this Agreement, then the other clause prevails.

3 Term and Review of Agreement

3.1 Commencement

The terms of this Agreement commence on the date of this Agreement.

3.2 Term

The terms of this Agreement operate until the termination of this Agreement in accordance with **clause 16**.

3.3 Review of Agreement

- (1) The parties agree that on or around each Review Date the parties will:
 - (a) meet to review the terms of this Agreement and negotiate any proposed amendments in good faith; and
 - (b) to the extent any changes to this Agreement are agreed to by the parties, enter a deed of amendment to this Agreement to implement those changes.
- (2) If no agreement is reached on changes to this Agreement under paragraph (1) six months after a Review Date, then either party may give the other a notice of dispute (as referred to in **clause 17.1**) and the provisions of **clauses 17.1** and **17.2** will apply.
- (3) Subject to the terms of this Agreement, if, despite the mediation process, no agreement is reached between the parties, this Agreement will, subject to **clause 16**, continue on the same terms until at least the next Review Date.
- (4) A review as contemplated by **clause 3.3** will be conducted every five years, the first Review Date being 1 July 2020 and subsequent Review Dates being five years after the immediately previous Review Date.
- (5) Where there is an amendment to the Electricity Act or any other Act or policy that materially affects the operation of this Agreement or the Rebate scheme, the parties agree to negotiate, in good faith, appropriate variations to this Agreement.
- (6) The parties must continue to carry out their obligations under this Agreement during the period of any review.

4 Applications

- (1) The Retailer must have the ability to receive Applications made in writing.
- (2) The Retailer has the discretion to accept an Application
 - (a) over the telephone;
 - (b) from an internet based electronic form; or
 - (c) via a Form 500 submitted as an email attachment (Attachment A)however:
 - (d) if a Customer is making an Application as a Proprietor, the Application must be in writing via Form 502 (Attachment B);
 - (e) nothing in this Agreement requires the Retailer to accept an Application over the telephone or by electronic means.

- (3) An Application must:
- (a) if made in writing, be substantially in the form of:
 - (i) Attachment A for Customers applying on their own behalf; or
 - (ii) Attachment B for Customers who are Proprietors applying with respect to Claimant Residents;
 - (b) if made over the telephone or by the way of an internet based form, include all the information and declarations required to be provided in a written application (as set out in the form attached as Attachment A);
 - (c) include sufficient information to determine whether a Customer who has made an Application meets the Eligibility Criteria;
 - (d) include the Customer or, where the Application is being made by a Proprietor, the Claimant Resident confirming that they authorise the Retailer to exchange relevant information about the Customer or Claimant Resident (as applicable) with Australian Government Department of Human Services (Centrelink), the Federal Department of Veterans' Affairs, the Department of Communities, Disability Services and Seniors Card and Concession Services or the State for the purposes of this Agreement, including verification of eligibility and reporting; and
 - (e) if the Customer is applying for the Rebate to be paid for a retrospective period, include the Customer and Claimant Resident (if applicable) confirming that they authorise the Department of Communities, Disability Services and Seniors, Concession Services to contact any holder of a Retailer Authorisation to determine whether a Rebate has been given in respect of the retrospective period.

5 Processing of Applications

5.1 Retailer's obligations before and on receipt of an Application

The Retailer must:

- (1) comply with its obligations under the National Energy Retail Rules with respect to providing information to people about rebates, concessions or relief schemes;
- (2) implement procedures to allow its Customers to apply for a Rebate;
- (3) assist its Customers with enquiries in relation to the Rebate arrangements and any Application;
- (4) assess each Application in accordance with the Eligibility Criteria. This obligation will be met if the Customer's Application complies with **clause 4(3)** and the Retailer meets its obligation in **clause 5.1(5)**;

- (5) on receiving an Application, comply with the verification procedure required in **Item 1(a) Schedule 3**;
- (6) inform each Customer (excluding a Customer at card-operated meter premises) of the result of their Application within a reasonable time of the Application. To avoid doubt, if an Application is successful, the Retailer will be taken to have complied with this **clause 5.1(6)** if the Retailer applies the Rebate to the Customer's first bill after the determination of the Application. If the Application is unsuccessful, the Retailer will be taken to have complied with this **clause 5.1(6)** if the Retailer notifies the Customer that the Application was unsuccessful on the Customer's first bill after the determination of the Application;
- (7) inform each Customer at card-operated meter premises of the result of their Application in writing within 20 business days of the determination of their Application. If an Application is successful, the Retailer must also provide the Customer with the payment schedule and mode of payment of the Rebate; and
- (8) if a Customer notifies the Retailer that they are dissatisfied with the rejection of the Application, confirm that the details the Retailer submitted for verification under the processes set out in **Schedule 3** were correct, and if not, re-submit the Customer's details for verification.

5.2 Further Applications

The Retailer may, at any time, require a Rebate Customer to provide a new Application. If the Rebate Customer fails to lodge such new Application within the reasonable time specified by the Retailer, the Retailer must cease providing the relevant Rebate Customer the Rebate.

5.3 On-going verification

The Retailer must undertake the on-going verification processes set out in **Schedule 3** in relation to all Rebate Customers.

6 Payment of Rebate

6.1 Rebates

- (1) Subject to **Item 1 Schedule 2**, the Retailer must deduct the amount of the Rebate from the amount payable by a Rebate Customer on an account for Customer Retail Services provided to the Rebate Customer. To avoid doubt, the Rebate cannot be used to reduce the amount payable by the Rebate Customer for any other goods or services.
- (2) Subject to **Item 1 Schedule 2**, for a Rebate Customer at card-operated meter premises, the Retailer will agree with the Department of Communities, Disability Services and Seniors for a delivery process providing, over the financial year, a Rebate on electricity costs comparable with the Rebate received by customers on other metering arrangements.

6.2 Retrospective Rebate Payments – Section removed but heading retained for numbering purposes

6.3 Rebate Back Payment

A Rebate Back Payment refers to rebate payments missed by the Retailer to an eligible Customer following an error on the part of the Retailer or a Government Agency.

If the Retailer has a Rebate Back Payment for a Customer, the Retailer will pay the customer in a manner consistent with **Item 1 Schedule 2**.

The Retailer will notify the Department of Communities, Disability Services and Seniors, Concession Services upon discovery of an issue and the Department of Communities, Disability Services and Seniors will inform the Retailer in writing of the Rebate Back Payment that the Customer is entitled to.

6.4 Rebate Rate for Back Payments

The terms and conditions of this Agreement apply to the provision of a Rebate Back Payment under **clause 6.3** and the Rebate Rate payable for the period will be the Rebate Rate applicable at the time the Rebate was due.

6.5 Carry-over of Rebate Back Payments

- (1) If the Retailer is required to give a Rebate in respect of a back-payment period and the amount of the Rebate exceeds the Rebate Customer's next bill (after any deduction for the Rebate for the current period), the Retailer must still credit the Rebate Customer with the entire Rebate. Such credit may be carried forward on the Rebate Customer's bill.

If the Retailer is required to give a Rebate in respect of a backpayment period to a card-operated meter customer, the Retailer must credit the customer for the backpayment period no later than the next scheduled Rebate payment and in a manner consistent with the mode of delivery agreed by the Retailer with the Department of Communities, Disability Services and Seniors in accordance with **clause 6.1(2)** for the Rebate.

- (2) If a Rebate Customer ceases to be a Customer of the Retailer and there remains a credit on the Rebate Customer's account, the Retailer must use its best endeavours to pay the Rebate Customer an amount equal to the remaining credit by cheque, electronic funds transfer or any other means agreed with the Rebate Customer.

6.6 Avoiding multiple Rebates

- (1) Notwithstanding anything else in this **clause 6**, if an Applicant claims a Rebate for a period for which the Retailer did not provide Customer Retail Services to the Rebate Customer or, if a Proprietor is making the Application, the Claimant Resident's premises, then the Retailer must:
 - (a) refer the claim to the Department of Communities, Disability Services and Seniors, Concession Services for the Department to confirm that the Rebate Customer or, if a Proprietor is making the

Application, the Claimant Resident has not received, either directly or through a Proprietor, a Rebate for some or all of the period for which the Rebate is claimed; and

- (b) if the Department of Communities, Disability Services and Seniors, Concession Services advises the Retailer that the Rebate Customer (for individual applicants) or Claimant Resident (for Applications made by a Proprietor) has already received a Rebate for a period, the Retailer must not credit the relevant Rebate Customer with a Rebate for that period.
- (2) To enable the Department of Communities, Disability Services and Seniors, Concession Services to carry out its role of preventing multiple Rebates being paid, the Retailer agrees that, if the Retailer receives a request from the Department of Communities, Disability Services and Seniors, Concession Services to verify whether a person has claimed a Rebate from the Retailer, the Retailer will, within a reasonable period not being longer than 15 Business Days, inform the Department of Communities, Disability Services and Seniors, Concession Services:
- (a) whether the Retailer has provided a Rebate, whether directly or indirectly, to the person who now directly or indirectly claims the Rebate, as notified by the Department of Communities, Disability Services and Seniors, Concession Services. To avoid doubt, this clause does not require the Retailer to keep any additional records or to keep records for any additional period than is required under **clause 8**; and
 - (b) if so, for what periods.

6.7 Interest

No interest will be payable by the Retailer to the Rebate Customer, or claimable by the Retailer from the State, on a payment of the rebate in respect to a backpayment period.

6.8 Identification of Rebate

The Retailer must include a separate and identifiable item on the Rebate Customer's bill that identifies the Rebate as a Queensland Government Electricity Rebate.

For Rebate Customers at card-operated meter premises, the Retailer must identify the Rebate as a Queensland Government Electricity Rebate in a manner consistent with the delivery process agreed by the Retailer and the Department of Communities, Disability Services and Seniors in accordance with **clause 6.1(2)**. At the time of payment, the Retailer must send a letter addressed to the Rebate Customer identifying the Rebate as a Queensland Government Electricity Rebate, stating the amount paid and the dates of the reference period. The letter must include information about energy concessions, other than the Rebate, made available by the Queensland Government, and information about the Retailer's hardship policy relevant to Customers at card-operated meter premises.

6.9 Multiple applications for single premises (other than by Proprietors)

Where an electricity account is in more than one name, and more than one resident is eligible to receive the Rebate, each resident may, on Application, have their eligibility established. However only one Rebate per household will be provided.

Where more than one resident at a card-operated meter premises is eligible to receive the Rebate, each resident may, on Application, have their eligibility established. However, only one rebate will be provided per premises.

7 Claims for reimbursement

7.1 Reimbursement

Subject to this **clause 7**, in consideration of the Retailer giving the Rebate as set out in **clause 6**, the State will reimburse the Retailer for any Rebate validly given to a Rebate Customer in accordance with the terms of this Agreement. For the avoidance of doubt, a Rebate will be deemed to be validly given to a Rebate Customer if the Retailer has complied with its verification obligations in **Item 1(1) and (2) Schedule 3** in respect of the relevant Rebate Customer and has received confirmation from the Relevant Verifier that the Rebate Customer satisfies the Eligibility Criteria.

7.2 Claims

- (1) The Retailer must, after the end of each month, submit its Claim for the preceding month to the State substantially in the form of Attachment D.
- (2) The Retailer must use its best endeavours to submit its Claim within 14 Business Days after the end of each month.
- (3) To avoid doubt, the Claim submitted in accordance with **clause 7.2(1)** must include a claim by the Retailer for an administration fee in respect of the Rebate scheme. The amount of the administration fee the Retailer may claim is set out in **Item 3 Schedule 2**.

7.3 Payment of Claim

- (1) The State must pay the Retailer:
 - (a) the amount of each correctly rendered Claim; or
 - (b) if a Claim is not correctly rendered, an amount equal to the undisputed portion of the Claim. To avoid doubt, if a Claim is not submitted in writing, is not signed by an authorised person of the Retailer, does not include the certification set out in Attachment D or is not accompanied by the reports and invoice required under **Schedule 4**, the entire Claim will be considered in dispute for the purposes of this **clause 7.3(1)(b)**.
- (2) Subject to **clause 7.3(1)**, the State must use its best endeavours to pay the Claim within 14 Business Days of receipt of the Claim.

7.4 Correctly rendered Claim

A Claim is correctly rendered if:

- (1) the amount in the Claim is correctly calculated; and
- (2) the Claim is in writing;
- (3) is signed by an authorised person of the Retailer;
- (4) has the certification set out in Attachment D; and
- (5) is accompanied by the report and invoice required under **Schedule 4**.

7.5 Incorrect payments

- (1) If, within 2 years from the date a Claim is submitted, a Claim is found to have been incorrectly rendered, any underpayment or overpayment will be recoverable by or from the Retailer, as the case may be.
- (2) If an overpayment occurred due to Rebate Customer or Claimant Resident error or fraud, the State will not make a claim to recover the overpayment from the Retailer.
- (3) An amount due to a party as a result of an underpayment or overpayment may be offset against any amount subsequently due by the Retailer to the State (or vice versa) under this Agreement.
- (4) If the Retailer claims that there has been an underpayment, the Retailer must provide all reasonable information as to why the underpayment occurred. If the State claims that there has been an overpayment, the State must provide all reasonable information as to why the overpayment occurred.

7.6 Account

The Retailer must advise the State the details of the bank account to which any amount in relation to a Claim is to be paid. The State must pay any amount in relation to a correctly rendered Claim to the bank account of the Retailer set out in **Schedule 1**, or as notified appropriately.

8 Records and Auditing

8.1 Retention of records

The Records must be retained by or on behalf of the Retailer for two years.

8.2 Audit

The State may on reasonable notice and at its own cost and expense audit the Retailer's compliance with this Agreement.

8.3 Assistance

The Retailer must give the State reasonable access to the Records and such assistance as may reasonably be necessary to enable the State to conduct that audit.

8.4 Copies

In conducting an audit, the State may, at its own cost and expense, take copies of any Records which it reasonably considers relevant to this Agreement.

8.5 Auditors

Any of the State's rights under this **clause 8** may be exercised by auditors nominated by the State to conduct financial and compliance audits.

8.6 Subcontractors

The Retailer must ensure that any sub-contract entered into for the purpose of performing the Retailer's obligations under this Agreement contains an equivalent clause granting the rights specified in this **clause 8** with respect to the subcontractor.

8.7 Privacy obligations

The State will comply with its obligations under the *Privacy Act 1988 (Cwlth)* with respect to any information obtained under this **clause 8** and will treat the information as Confidential Information.

9 Reporting

The Retailer must comply with the reporting obligations set out in **Schedule 4**.

10 Systems, equipment and material

10.1 Systems, equipment and material

- (1) The Retailer must provide all systems, equipment, material and other resources to perform its obligations under this Agreement.
- (2) Other than the administration fee payable by the State under **clause 7** and any costs and expenses reimbursable by the State in accordance with **Item 3 Schedule 4**, the State is under no obligation to provide funding for these systems, equipment, material and other resources.

10.2 Changes to systems, equipment and material

- (1) The Eligibility Criteria and information necessary to determine the Rebate Rate form part of the Electricity Rebate notice published in the Queensland Government Gazette.
- (2) In circumstances where a change to the Electricity Rebate notice will:
 - (a) amend the Rebate Rate; or
 - (b) affect the method of calculating the Rebate,

the State will liaise with the Retailer prior to gazettal of the change and provide the Retailer with a reasonable period of notice of the proposed changes to enable the Retailer to undertake required system and process changes.

- (3) In circumstances where a change is being made to the Eligibility Criteria, the State will liaise with the Retailer prior to gazettal of the change and provide the Retailer with at least three months' notice of the proposed changes to enable the Retailer to undertake system and process changes.
- (4) Where relevant, if there is a change to the Rebate Rate, method of calculating the Rebate or Eligibility Criteria, the State must, as soon as reasonably practicable, give the Retailer written notice of any changes to the Rebate Rate, method of calculating the Rebate or Eligibility Criteria.

11 No assignment

11.1 No assignment

The Retailer must not assign the whole or part of this Agreement without the prior written consent of the State. The State must not unreasonably withhold or delay its consent to the assignment by the Retailer of the whole or part of this Agreement.

11.2 Obligations

If the Retailer subcontracts the performance of any obligation under this Agreement, the Retailer is not relieved of any of its obligations under this Agreement.

12 Ownership and Use of Material

12.1 Ownership of Contract Material

Ownership of all Contract Material, including any intellectual property rights, vests on its creation in the Retailer.

12.2 Use of Contract Material

- (1) The Retailer grants to the State a royalty-free licence to use the Contract Material solely for the purpose of complying with and enforcing this Agreement.
- (2) The Retailer warrants that the use of any Contract Material by the State:
 - (a) will not infringe the intellectual property rights of any third party; and
 - (b) no fees, royalties or other payments are payable in respect of any third party rights as a result of the State's (or its agent's) use of any Contract Material.

12.3 State Material

- (1) State Material will remain the property of the State and the Retailer must only use that material for the purpose of complying with and enforcing this Agreement, in accordance with any conditions notified to it by the State and in accordance with any *Privacy Act 1988* (Cwlth) and confidentiality requirements.

- (2) The State warrants that the use of any State Material by the Retailer:
 - (a) will not infringe the intellectual property rights of any third party; and
 - (b) no fees, royalties or other payments are payable in respect of any third party rights as a result of the Retailer's (or its agent's) use of any State Material.

For the purpose of **clause 12**, "use" includes supply, reproduce, publish, perform, communicate, broadcast, adapt and copy.

13 Privacy of Personal Information

13.1 Employee awareness

- (1) The Retailer must use its best endeavours to ensure its employees, agents and contractors or any subcontractor do not access, use, disclose or retain Personal Information except as required in performing their duties of employment or contractual arrangements and that they otherwise treat that information as though they were bound by the *Privacy Act 1988* (Cwlth).
- (2) The Retailer must ensure that any employee, agent or contractor of the Retailer or any subcontractor, requiring access to any Personal Information held in connection with this Agreement:
 - (a) is aware that they must not access, use, disclose or retain Personal Information except in performing their duties of employment or contractual obligations; and
 - (b) is informed that failure to comply with this undertaking may be a criminal offence and may also lead the Retailer to take disciplinary action against the employee or subcontractor.

13.2 Reasonable requests, directions and guidelines

The Retailer must, in respect of any Personal Information held in connection with this Agreement, co-operate with any reasonable requests or directions of the State arising directly from, or in connection with the exercise of the functions of the Information Commissioner under the *Privacy Act 1988* (Cwlth) or otherwise, including the issuing of any guidelines concerning the handling of Personal Information.

13.3 Indemnity and compensation

The Retailer indemnifies the State in respect of any liability, loss or expense incurred arising out of or in connection with, a breach of the obligations of the Retailer under this **clause 13** or the *Privacy Act 1988* (Cwlth), except to the extent that the State caused or contributed to the relevant liability, loss or expense.

14 Handling of complaints

- (1) If a Customer or a Claimant Resident ("**Complainant**") alleges that the Retailer (or any of its employees, agents, contractors or subcontractors):

- (a) has breached the privacy obligations owed to the Complainant in respect of or in connection with this Agreement; or
 - (b) has otherwise failed to comply with this Agreement with respect to the Complainant,
- the Retailer must handle the complaint in accordance with the Australian Standard.
- (2) When the Retailer responds to a complaint referred to in **clause 14(1)**, the Retailer must inform the Complainant:
 - (a) that the Complainant has a right to raise the complaint to a higher level within the Retailer’s management structure;
 - (b) that, if after raising the complaint to a higher level the Complainant is still not satisfied with the Retailer’s response, the Complainant can refer the complaint to:
 - (i) if the complaint is with respect to a breach of the privacy obligations owed to the Complainant, the Privacy Commissioner; or
 - (ii) in all other circumstances, the State.
 - (3) If requested by the Complainant, the information in **clause 14(2)** must be provided in writing.
 - (4) Subject to complying with any obligation under the *Privacy Act 1988* (Cwlth), if a Complainant approaches the State with a complaint related to a matter provided for in **clause 14(1)** and the Complainant has not participated in Retailer’s internal complaint handling process, the State will refer the complaint to the Retailer.
 - (5) If the complaint relates to the eligibility of a Customer to receive the Rebate or the amount of a Rebate payable, the State will make a decision and, if that decision is that the Customer is not eligible or is not entitled to receive the Rebate they claim is payable, inform the person that they can refer the complaint to the Ombudsman.
 - (6) The Retailer must implement a decision of the State made under this **clause 14**.

15 Non-disclosure of Confidential Information

15.1 Must not disclose Confidential Information

Except as provided in this Agreement, a party (“Information Holder”) must not disclose Confidential Information of the other party (“Information Owner”) to any person without the prior written consent of the Information Owner except to the extent that the Confidential Information is:

- (1) required or authorised to be disclosed by law, including with respect to the State, under the *Financial Accountability Act 2009* (Qld);

- (2) required to be disclosed by a recognised stock exchange on which the Information Holder is listed; or
- (3) disclosed to the Information Holder's employees, solicitors, auditors, insurers or advisers.

15.2 Protection of Confidential Information

The Information Holder must take all reasonable measures to ensure that:

- (1) Confidential Information of the Information Owner accessed or held by the Information Holder, its employees, solicitors, auditors, insurers or advisers, in connection with this Agreement is protected against loss, unauthorised access, use, modification, disclosure or other misuse in accordance with reasonable procedures for that purpose; and
- (2) only authorised personnel of the Information Holder, being those personnel who require access to the information for the purposes of or in connection with this Agreement have access to the Confidential Information of the Information Owner.

15.3 Information Holder's Use of Confidential Information

The Information Holder must:

- (1) use Confidential Information of the Information Owner held in connection with this Agreement only for the purposes of fulfilling the Information Holder's obligations under this Agreement; and
- (2) comply with the "Australian Privacy Principles" set out in the *Privacy Act 1988* (Cwlth) in respect of Personal Information provided under this Agreement, as if they were provisions of this Agreement.

15.4 Notification of disclosure

The Information Holder must immediately notify the Information Owner if the Information Holder becomes aware that:

- (1) a disclosure of the Information Owner's Confidential Information may be required by law; or
- (2) an unauthorised disclosure of the Information Owner's Confidential Information has occurred.

16 Termination

16.1 Termination by State

- (1) The State may terminate this Agreement at any time by notice to the Retailer, if:
 - (a) the Retailer is or becomes bankrupt or insolvent, enters into voluntary administration or makes any arrangement with its creditors or takes advantage of any statute for the relief of insolvent debtors;

- (b) the Retailer's retailer authorisation for electricity under the National Energy Retail Law (Queensland) is transferred, surrendered or revoked; or
 - (c) the Retailer is in breach of a material provision of this Agreement, where, subject to **clause 16.1(2)**, that breach:
 - (i) if capable of being remedied, is not remedied within the period (being a reasonable period, but in any event not less than 5 Business Days of notice of the breach or, if the dispute resolution process in **clause 17.1 and 17.2** has been implemented, 5 Business Days of the conclusion of the mediation) specified in a notice by the State, or
 - (ii) is not capable of being remedied.
- (2) If the Retailer believes it will not be able to remedy the breach within the time specified in the notice under **clause 16.1(1)(c)(i)**, the Retailer must provide the State, within 5 Business Days of the notice or conclusion of the mediation, a proposed action plan for remedying the breach within 20 Business Days or such other period agreed with the State. The parties will discuss the proposed action plan in good faith and, if the parties agree an action plan within 10 Business Days of the Retailer submitting the proposed action plan to the State, the State must not terminate this agreement under **clause 16.1(1)(c)(i)** for that breach unless:
- (a) the Retailer fails to remedy the breach within the time agreed in the action plan; or
 - (b) the Retailer fails to take reasonable steps to ensure that the Retailer will remedy the breach within the time agreed in the action plan.

16.2 Termination by Retailer

The Retailer may terminate this Agreement at any time by notice to the State, if the State fails to remedy a material breach of this Agreement by the State within the period (being a reasonable period, but in any event not less than 5 Business Days of notice of the breach or, if the dispute resolution process in **clause 17.1 and 17.2** has been implemented, 5 Business Days of the conclusion of the mediation) specified in a notice by the Retailer.

16.3 Termination for any reason

- (1) Either party may at any time, by giving 20 Business Days written notice to the other, terminate this Agreement for any reason.
- (2) In the event that this Agreement is terminated in accordance with paragraph (1):
 - (a) the State will be liable only for payments under this Agreement for Rebates given by the Retailer to a Rebate Customer before the date of termination;

- (b) the Retailer must stop giving Rebates on and from the date of termination; and
- (c) each party must take all available steps to minimise its own loss resulting from that termination.

16.4 No prejudice

Nothing in this **clause 16** prejudices:

- (1) any rights, remedies or liabilities of a party that accrued prior to termination; or
- (2) any party's other rights or remedies in respect of any breach of this Agreement.

17 Dispute Resolution

17.1 Negotiation of Dispute

If a difference or dispute ("Dispute") arises in relation to this Agreement, then either party may give notice to the other that states a Dispute exists and specifies details of the Dispute. The parties agree that, following the issue of that notice, they will endeavour to resolve the Dispute by negotiations, including by referring the Dispute to persons within the State and Retailer who have authority to intervene and direct some form of resolution.

17.2 Mediation of Dispute

- (1) If the Dispute has not been resolved pursuant to **clause 17.1** within 40 Business Days of the notice of the Dispute, then the parties agree that they will undertake a mediation process. The mediator will be an independent mediator agreed by the parties or, failing agreement, nominated by the chairperson of The Institute of Arbitrators and Mediators Australia, Qld Chapter.
- (2) Unless otherwise agreed between the State and Retailer:
 - (a) the mediator will not make a decision in relation to the dispute but will merely attempt to facilitate the parties to reach an agreement; and
 - (b) the parties will share the costs of the engagement of the mediator equally.

17.3 No prejudice

Nothing in this **clause 17** will prejudice the rights of either party to institute proceedings to enforce the Agreement or to seek injunctive or urgent declaratory relief in respect of any Dispute.

18 General

18.1 No employment, partnership or agency relationship

- (1) Nothing in this Agreement constitutes the Retailer, or its employees, agents or subcontractors as employees, partners or agents of the State or creates any employment, partnership or agency for any purpose.
- (2) The Retailer must not represent itself, and must ensure its employees, agents and subcontractors do not represent themselves, as being employees, partners or agents of the State.

18.2 GST

- (1) If a party ("**GST Supplier**") makes a supply to another party ("**GST Recipient**") in connection with this Agreement, the GST Recipient must pay the GST Supplier an amount equal to any GST payable by the GST Supplier in relation to that supply ("**GST Amount**"), unless the amount payable by the GST Recipient for that supply is already expressed to be inclusive of GST.
- (2) If the amount of a Claim from the Retailer to the State for reimbursement of Rebates is calculated on a GST-exclusive basis, and payment of that amount is consideration for a taxable supply by the Retailer, the State must pay to the Retailer an additional amount equal to the GST payable by the Retailer in respect of the amount ("**GST Amount**"). This is the case notwithstanding that the State may not be the recipient of the taxable supplies to which the amount relates. For the purposes of this **clause 18.2**, in the circumstances described in this **clause 18.2(2)** the State will be deemed to be the "**GST Recipient**" and the Retailer will be deemed to be the "**GST Supplier**".
- (3) The GST Amount must be paid at the same time and in the same manner as making payment of any monetary consideration on which the GST is calculated. If the GST Amount is not calculated on monetary consideration, the GST Recipient must pay the GST Amount within 7 days of receipt of a written demand from the GST Supplier.
- (4) The GST Recipient's obligation to pay the GST Amount is conditional on the GST Supplier providing the GST Recipient with a tax invoice that complies with the relevant law, or, if the circumstances described in **clause 18.2(2)** apply, an invoice that would comply with the relevant law if the State was the actual recipient of supplies to which the GST Amount relates. The GST Supplier must do all other things reasonably requested by the GST Recipient to enable the GST Recipient to obtain any input tax credit or other statutory set-off to which it is entitled.
- (5) The amount recoverable on account of GST under this **clause 18.2** will include any fines, penalties, interest and other charges incurred as a result of late payment or other default by the GST Recipient under this Agreement.
- (6) If a party is required to pay, reimburse or indemnify another party for any cost, expense or other amount that the other party has incurred or will

incur in connection with this Agreement, that amount will be reduced by any part thereof for which the other party (or representative member if this is not the other party) can claim an input tax credit, partial input tax credit or other like offset.

- (7) Unless the contrary intention appears, terms used in this **clause 18.2** have the meaning given in the *A New Tax System (Goods and Services Tax) Act 1999* (Cwlth).

18.3 Entire agreement

This Agreement comprises the entire agreement between the parties in relation to the subject matter of this Agreement and supersedes any prior representations, negotiations, writings, memoranda and agreements.

18.4 Severability

Any provision of this Agreement that is illegal, void or unenforceable will not form part of this Agreement to the extent of that illegality, voidness or unenforceability. The remaining provisions of this Agreement will not be invalidated by an illegal, void or unenforceable provision.

18.5 Variation

Except as otherwise provided for in this Agreement, no variation to this Agreement will be of any force or effect unless it is in writing and signed by the parties to this Agreement.

18.6 No waiver

Failure or omission by either party at any time to enforce or require strict or timely compliance with any provision of this Agreement will not affect or impair that provision in any way or the rights and remedies that the party may have in respect of that provision.

18.7 Governing law

This Agreement is governed by and construed in accordance with the law for the time being in force in the State of Queensland and the parties submit to the non-exclusive jurisdiction of the courts of the State of Queensland.

18.8 Compliance with laws

Each party must comply with the laws from time to time in force in the State of Queensland in performing its obligations under this Agreement.

18.9 Notices

Any notice, including any other communication, required to be given or sent to either party under this Agreement must be in writing and given to the relevant Contract Officer. A notice will be deemed to have been given:

- (1) if delivered by hand, on delivery;
- (2) if sent by prepaid mail, on the expiration of two Business Days after the date on which it was sent;

- (3) if sent by facsimile, when it is successfully faxed to (which occurs when the sender receives a transmission report to that effect); or
- (4) if sent by electronic mail, on the date of transmission unless the sender receives notice that delivery did not occur or has been delayed.

18.10 Survival of clauses

Clauses 8, 12, 13, 15 and 18.2 will survive the expiration or earlier termination of this Agreement.

SCHEDULE 1 - CONTACT DETAILS

Item 1. Contact Officers

See clauses 1.1 and 18.9

For the State:

Manager

Concession Services, Smart Service Queensland
c/- Department of Communities, Disability
Services and Seniors

For the Retailer:

**Item 2. Bank Account
details**

See clause 7.6

Bank Account Name:

Bank:

BSB:

ACCT:

SCHEDULE 2 - ADMINISTRATION

Item 1: Calculation of Rebates

- (1) The Rebate Rate for each Rebate Customer, or if a Proprietor has made the Application, each Claimant Resident is:
 - Daily Rate per billing day, where Daily Rate is the amount of the rebate set out in the Queensland Government Gazette, quoted on a daily basis,

provided that in no circumstances, other than those set out in **clause 6.1 (2)** for card-operated meter customers and **clause 6.3** (Rebate Back Payment), will the Rebate be greater than the total of the amount billed for a billing period for Customer Retail Services.
- (2) The Rebate Rate calculated in **Item 1(1) of this Schedule 2** will be:
 - (a) inclusive of GST if the Rebate is quoted as GST inclusive in the Queensland Government Gazette; or
 - (b) otherwise will be exclusive of GST.
- (3) If the Queensland Government Gazette quotes the Rebate for a period other than daily, the parties agree to amend the formula in **Item (1) of this Schedule 2** to reflect the change such that the Rebate Rate is a daily rate per billing day.

Item 2: Eligibility for a Rebate Back Payment

To receive a Rebate for a period prior to a successful Application, the Customer must be able to demonstrate that the Customer would have satisfied the relevant Eligibility Criteria during that preceding period.

Item 3: Administration fees

- (1) The Retailer must include a claim for its administration fee in respect of the Rebate scheme that does not exceed the amount, as notified by the State to the Retailer (and varied from time to time by the State with annual adjustments in line with movements with the March-to-March Brisbane All Groups Consumer Price Index (CPI) outcome for the previous year).

This fee is to be applied to the total number of rebate beneficiaries of the Retailer on the last day of the month in respect of which the claim is being made.

For example:

\$0.1629 excluding GST (as varied from time to time by the State)

multiplied by the number of Rebate Beneficiaries.

“**Rebate Beneficiaries**” is calculated as follows:

Rebate Beneficiaries = B - C + D

where:

B is the total number of Rebate Customers of the Retailer on the last day of the month in respect of which the Claim is being made. To avoid doubt, this is all the Rebate Customers of the Retailer, not just those who were granted a Rebate during the relevant month in respect of which the Claim is being made;

C is the number of Rebate Customers of the Retailer on the last day of the month in respect of which the Claim is being made, who are Proprietors; and

D is the sum of the number of Claimant Residents in respect of who Proprietors, who are Rebate Customers of the Retailer on the last day of the month in respect of which the Claim is being made, have made successful Applications and on whose behalf the Proprietor is entitled to receive a Rebate. To avoid doubt, this is all the Claimant Residents on whose behalf Proprietors (who are Rebate Customers of the Retailer), are entitled to receive a Rebate, not just those on whose behalf the Proprietor was granted a Rebate during the relevant month in respect of which the Claim is being made.

Example:

Retailer has 40,000 Rebate Customers in total (not just those who were granted a Rebate during the relevant month in respect of which the Claim is being made).

1,000 of these Rebate Customers are Proprietors, each of whom have 10 Claimant Residents.

For that month, the Retailer would be entitled to the following administration fee:

Rebate Beneficiaries = 40,000-1,000 + (1000x10) = 49,000

Administration fee = 49,000 x notified monthly amount (GST exclusive) e.g. (\$0.1629) = \$7982.10 + GST \$798.21 = \$8780.31

If the Retailer retained the same number of Rebate Customers etc over a year, its administration fee for the year would be \$105,363.72 (GST inclusive)

SCHEDULE 3 - VERIFICATION PROCESSES

Item 1: Verification

- (1) The Retailer must ensure that it verifies the eligibility of:
 - (a) all persons from whom or on whose behalf it receives an Application, within a reasonable time not being longer than 31 days after the later of:
 - (i) receiving the Application; and
 - (ii) if the Retailer was not already, the date on which the Retailer becomes the Financially Responsible Retailer with respect to the person's or Proprietor's (as applicable) premises; and
 - (b) all Rebate Customers or, if the Rebate Customer is a Proprietor, the relevant Claimant Residents, at least once every 12 months.
- (2) The Retailer must meet its obligations under (1) by:
 - (a) collecting data and information necessary for the Relevant Verifier to verify whether the person meets the Eligibility Criteria as they relate to the requirement of the person to hold a current and eligible card issued by the Australian Government Department of Human Services (Centrelink) or the Federal Department of Veterans' Affairs or the Department of Immigration and Border Protection or a Queensland Seniors Card issued by the Department of Communities, Disability Services and Seniors, as well as the requirement to verify the Rebate Customer's principal place of residence that must be an address within Queensland;
 - (b) providing that information to the Relevant Verifier; and
 - (c) verifying, in consultation with the Relevant Verifier, whether the person satisfies the Eligibility Criteria as they relate to the requirement of the person to hold a current and eligible card issued by Centrelink or the Federal Department of Veterans' Affairs or the Department of Immigration and Border Protection or a Seniors Card issued by the Department of Communities, Disability Services and Seniors, as well as the requirement to verify the Rebate Customer's principal place of residence that must be an address within Queensland.
- (3) The Retailer must, at least once every 12 months, following consultation with the Relevant Verifier if required, provide a report to the State about the verification which specifies:
 - (a) the total number of matched records; and
 - (b) total number of unmatched records (if any).
- (4) Where the Department of Communities, Disability Services and Seniors is the Relevant Verifier, the parties agree to comply with the terms of **Schedule 5** and any other procedures notified by the State to the Retailer from time to time in accordance with **Schedule 5**.

Item 2: Ineligible Customers

In the event that the matching process conducted at least annually with the agencies described in **Item 1** above produces a negative result for a Customer or Claimant Resident, the Retailer must notify the Customer in writing to give the Customer the opportunity to show that the Customer has a valid and current entitlement with the agency before the Rebate ceases to be given. To avoid doubt, this notification can be made either on the Customer's next bill or in a stand-alone letter.

The Retailer must stop giving the Customer a Rebate, and will not be entitled to Claim reimbursement for a Rebate given, 21 days after the date of the written notification to the Customer that the Customer does not meet the Eligibility Criteria, unless the Customer has provided proof of entitlement to the Rebate to the satisfaction of the Retailer.

If a Customer's eligibility ceased during a billing period for which a full Rebate has already been provided, no action will be taken by the Retailer to recover the overpayment. If the Customer's eligibility ceased in a preceding period or fraud is suspected then the Department of Communities, Disability Services and Seniors should be contacted.

SCHEDULE 4 - REPORTING OBLIGATIONS

Item 1: Tax Invoice

- (1) The Retailer must send an original tax invoice that complies with the relevant law for each Claim to the State, which must include:
 - (a) the total value (inclusive of GST) of all approved Rebates for each concession card type, calculated as the number of claimants multiplied by number of claimant days multiplied by the daily Rebate Rate;
 - (b) the total number of all approved Rebates; and
 - (c) the calculation of the administration fee for the period (Refer Schedule 2).
- (2) The tax invoice shall be in the form set out in Attachment D. This must be submitted in hard-copy and with an original signature of the Retailer's designated authorised signatory.
- (3) The Retailer will work to update its system so that it can also include the following on tax invoices issued under **Item 1(1)** above – the total number and value (inclusive of GST) of all approved Rebate Back Payments. The Retailer will use reasonable endeavours to have these system updates implemented for tax invoices issued by the Retailer from 1 July 2016 and will let the State know if there will be any delay.

Item 2: Monthly Report

- (1) The Retailer must send, on a monthly basis, a report in the form attached in Attachment C which details the number of Rebate Beneficiaries as at the end of each month. However, if there are no Rebate Beneficiaries for the month, the Retailer does not have to send a report for that month.

Item 3: Additional reports and information

- (1) The State may request any additional report or information as may be reasonably necessary for the purposes of the State's administration of the Rebate scheme.
- (2) The State shall bear, and shall reimburse Retailer in respect of, reasonable costs and expenses incurred by Retailer in complying with the State's request under **Item 3(1)** above.

SCHEDULE 5 - PROCESS FOR VERIFICATION OF SENIORS CARD HOLDERS

Relevant State Contact Details:

Card Services
Smart Service Queensland
PO Box 10817
Brisbane Queensland 4000
cardservices@smartservice.qld.gov.au

1 Confidentiality

1.1 Limit of Use

- (1) The Retailer will check electricity rebate eligibility for Seniors Card holders with the State's Card holder and Industry Information Platform for the sole purpose of confirming whether a person is a Queensland Seniors Card holder.
- (2) The information to be provided under this verification process by the State is provided strictly in accordance with the purpose for which the information was collected, that is, the use of the Queensland Seniors Card to obtain its stated concessions or benefits.
- (3) Any customer confirmation by the Retailer is therefore limited to identifying a person as a Queensland Seniors Card holder in order to verify that person's eligibility for a Rebate pursuant to this Agreement, where that person has indicated that they are, or a Claimant Resident they are applying with respect to is, a Queensland Seniors Card holder.

1.2 Seniors Card client number

The Retailer will use the Queensland Seniors Card client number for the purposes of Rebate eligibility confirmation.

1.3 Accuracy of client information

Customer confirmation will be conducted with the Queensland Card holder and Industry Information Platform, which is updated regularly. The currency of data base information is maintained through regular mailings and death data matching.

1.4 Confidentiality and Disclosure

For the avoidance of doubt, the Retailer shall treat the information provided by the State under this verification process as Confidential Information.

2 State provided Customer confirmation services

2.1 Database

- (1) The State manages a database of Queensland Seniors Card holders.

- (2) The State agrees to provide customer confirmation services to authorised officers of the Retailer to enable the Retailer to confirm whether a person is a Queensland Seniors Card holder for the sole purpose of enabling the Retailer to meet its verification requirements under the Electricity Rebate Agreement.

2.2 Client data to be provided

On submission by the Retailer of Queensland Seniors Card holders; first name, surnames and Seniors Card numbers, the State will indicate which records were unmatched.

Amendments to the submission procedure may be notified to the Retailer by the State from time to time.

2.3 Audit trail

The State will ensure that all submitted customer confirmation checks will be logged to an audit trail, recording the user details, and time of the search. This will provide a means of monitoring and reporting on usage.

2.4 Card Services, Smart Service Queensland on behalf of Department of Communities, Disability Services and Seniors and Service Provider

- (1) The State's obligations under this **Schedule 5** will be primarily performed by Card Services, Smart Service Queensland on behalf of the Department of Communities, Disability Services and Seniors and any third party service providers.
- (2) The State may engage a third party service provider or service providers ("**Service Provider**") to:
 - (a) set up and operate a user support help desk ("**Help Desk**");
 - (b) administer the Queensland Government Card Holder and Industry Information platform; and
 - (c) perform the actions the State provides as part of the verification process.

2.5 Other responsibilities

- (1) The State will nominate at least one representative within Card Services Smart Service Queensland to act on behalf of Department of Communities, Disability Services and Seniors as the primary point of contact ("**Representative**"). This Representative has the following responsibilities:
 - (a) to assist with requests from the Retailer;
 - (b) to coordinate support requests with the State's service provider;
 - (c) to provide the services outlined in this **Schedule 5**;
 - (d) to notify the Retailer in advance of any scheduled system downtime which may affect the normal business processes; and

- (e) to update the “Electricity Rebate Eligibility Verification – File Specifications” as required and ensure that the Retailer receives an updated copy in a timely manner.

3 Retailer obligations

3.1 User access

The Retailer will manage any user access to customer confirmation data in accordance with the Queensland Government Information Privacy Standard (IS42) and the *Privacy Act 1988* (Cwlth). The Retailer will ensure that its staff are aware of the confidentiality of Seniors Card information as confirmed by the Department of Communities, Disability Services and Seniors.

3.2 Retailer Contact Officer

The Retailer’s Contact Officer (or another person nominated by the Retailer) will have the following responsibilities:

- (1) to be the first point of contact for State staff to discuss any issues, including system monitoring and coordination;
- (2) to support users within the Retailer in the functional use of the verification process;
- (3) to ensure that appropriate procedures exist and are followed by the Retailer and its employees in relation to the verification process;
- (4) to monitor security protocols outlined in this **Schedule 5**;
- (5) to raise/authorise enhancements, modifications to, or issues with the verification process that require resolution by the State;
- (6) to prioritise outstanding support requests in conjunction with the State;
- (7) to assist the State in identifying, replicating or rectifying faults;
- (8) to participate in any reviews of the verification process.

3.3 System changes

In some circumstances, the State, or its service providers, may be required to make changes to the verification process that impact on the Retailer.

In these circumstances:

- (1) the State agrees to consult with the Retailer regarding any such changes and the impacts of the changes; and
- (2) the Retailer and the State will negotiate a timeframe for which the existing system will continue to be provided and when the changes will occur.

4 Fees and costs

Neither party will be liable to pay or reimburse the other any amount in connection with this verification process, other than as otherwise set out in the Agreement.

5 Support Management

5.1 Support Procedures

- (1) All problems experienced by staff in the Retailer in relation to the system should firstly be escalated to the business representative within the Retailer using internal procedures defined by the Retailer. This will allow any local system problems at the Retailer to be identified and rectified.
- (2) If required, the Retailer's business representative will then make contact with Card Services, Smart Service Queensland on 07 322 47560

5.2 Support availability

State staff will be available to provide support on Monday to Friday between 9.00 am and 5.00 pm (Australian Eastern Standard Time), with the exception of:

- (1) Queensland public holidays as set out in the *Holidays Act 1983* (Qld); and
- (2) Brisbane Exhibition Holiday.

SIGNED for and on behalf of the
State of Queensland

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Signature of State Delegate

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in the presence of:

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Print Name

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Signature of witness

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.....
Print name and position

SIGNED for and on behalf of
[INSERT NAME OF RETAILER] by its duly
authorised representative

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Signature of authorised representative

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in the presence of:

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Print name and position

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Signature of witness

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.....
Print name and position

Note:

Date: Must be dated on the date the last party signs the Agreement or, if signed counterparts of the Agreement are exchanged, the date of exchange. Also date the cover page.

Individual: Must be signed by the individual Retailer and witnessed.

Incorporated Association: Must be signed in accordance with the Retailer’s constitution, which may or may not require the common seal to be affixed. As a minimum, 2 authorised officers must sign.

Company: Must be signed in accordance with section 127 of the *Corporations Act 2001* (Cwlth), for example, by 2 directors or a director and a secretary. Common seal may be affixed if required under the Retailer’s constitution.

Attachment A - Application for Electricity Rebate – Form 500

Attachment B - Application Form (For Use by Proprietors / Residential Home Parks) – Form 502

Attachment C - Monthly Report by Retailer

Attachment D - Tax Invoice Claim by Retailer – Form 506